

**Agreement and Third Amendment to the 2002-2005 Memorandum of
Understanding Between the County of Mono and the
International Union of Operating Engineers, Stationary
Local 39, AFL-CIO, pertaining to the bargaining unit known
as the Mono County Public Employees (MCPE)**

This Agreement and Third Amendment is entered into by and between the County of Mono and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO ("Local 39"), majority representative of the bargaining unit known as the Mono County Public Employees (MCPE). The County and Local 39 are sometimes referred to herein as the parties.

I. Recitals

A. The parties previously entered into a memorandum of understanding for the period of January 1, 2002, through December 31, 2005, which they have previously amended twice ("the MOU").

B. The parties have met and conferred in good faith regarding certain issues not adequately addressed by the existing MOU and reached a mutually-acceptable resolution that they wish to memorialize in this Agreement and Third Amendment to the MOU.

II. Terms and Conditions

The parties hereto AGREE as follows:

1. Subdivision (B)(5) of Article 1 shall be amended in its entirety to read as follows:

"(5) "MANAGEMENT EMPLOYEE" means any department head and also any employee whose job classification is designated as 'at-will' by the COUNTY and whose employment is governed by an individual agreement negotiated and entered into between that employee and the COUNTY. COUNTY shall not designate a job classification as 'at-will' unless it is management in nature or one of the following licensed professions: attorney, accountant, engineer, psychologist, medical doctor, or other profession mutually agreed upon by UNION and COUNTY."

2. Subdivision (A) of Article 34 of the MOU shall be amended in its entirety to read as follows:

"A. All management rights and functions, except those which are

expressly abridged by this Contract, are expressly reserved by COUNTY. COUNTY may act by and through its County Administrator in exercising any management rights or powers with respect to a covered employee, including but not limited to any rights or powers otherwise conferred by the County Code or County Personnel Policies on any department head or appointing authority. In the event of a conflict between the County Administrator and a covered employee's department head or appointing authority, the County Administrator's decision shall prevail."

3. This Agreement and Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same Agreement and Third Amendment.

III. Execution

IN WITNESS of the foregoing provisions the parties have signed this Agreement and Third Amendment below through their duly-authorized representatives:

LOCAL 39:

COUNTY:

By: _____
Jerry Kalmar, Business Mgr.
Local 39

By: _____
JOHN CECIL, Chair
Board of Supervisors

Dated: _____

Dated: _____